principal case, which is the first expression of the Supreme Court upon this point, it would be difficult to change the common-law requirement as to pecuniary interest. On principle, however, admissions of criminal liability are really against a man's pecuniary interest, unless, as here and in many of the decided cases, the declaration is made just before death. The pecuniary loss is clear if the punishment be by fine; and certainly imprisonment will deprive a man of the opportunity to earn anything while imprisoned and perhaps impair his chances afterward. The general attitude of the courts, however, toward extending any of the hearsay exceptions is one of disfavor due to their distrust of easily manufactured hearsay evidence.

FOREIGN CORPORATIONS — SERVICE OF PROCESS — REVOCATION OF AUTHORITY OF AGENT APPOINTED TO RECEIVE SERVICE OF PROCESS IN COMPLIANCE WITH STATUTE. — A statute required foreign corporations before doing business in the state to designate an agent upon whom service of process might be had. The defendant corporation, having complied with the statute, made a contract with the plaintiff and thereafter ceased doing business in the state. In a suit on the contract, it averred that it had revoked the agent's authority to receive process. *Held*, that the revocation was ineffectual. *Brown-Ketcham Iron Works* v. *George B. Swift Co.*, 100 N. E. 584. (Ind., App. Ct.) See NOTES, p. 749.

ILLEGAL CONTRACTS — EFFECT OF ILLEGALITY — WHETHER ILLEGALITY BARS RECOVERY FOR FRAUD. — With the object of defrauding the defendant of his property and then getting rid of him, the plaintiff aided him in procuring a divorce and married him. She thereby induced him to transfer a large part of his property to her. The marriage, being within one year after the divorce, was by statute felonious and void. The plaintiff filed a bill for annulment, whereupon the defendant brought a cross bill for restitution of the property. *Held*, that the cross bill should be dismissed. *Szlauzis* v. *Szlauzis*, 255 Ill. 314, 99 N. E. 640. See NOTES, p. 738.

INSURANCE — INSURABLE INTEREST — RELATIONSHIP IN LIFE INSURANCE. — The deceased insured his own life in favor of a married sister and later assigned the insurance policy to her. He owed her no duty of support nor did he actually give her financial aid. *Held*, that the proceeds of the policy should be paid to the sister. *Phillip's Estate*, 238 Pa. St. 423.

The court held that, even assuming the need of an insurable interest in the assignee, yet here the requirement was satisfied. Relationship with an expectation of some pecuniary advantage from the continued life of the relative constitutes an insurable interest. *Lord* v. *Dall*, 12 Mass. 115; *Geoffroy* v. *Gilbert*, 5 N. Y. App. Div. 98, 38 N. Y. Supp. 643. Relationship alone is sufficient according to the view of some courts because from it an expectation of pecuniary advantage may be presumed. See *Loomis* v. *Eagle Life & Health Ins. Co.*, 6 Gray (Mass.) 396, 399. Where the relationship is that of husband and wife, this pecuniary advantage is clear because of the wife's legal right to support and the husband's right to her services. *Gambs* v. *Covenant Mutual Life Ins. Co.*, 50 Mo. 44; *Currier* v. *Continental Life Ins. Co.*, 57 Vt. 496. But in most other relationships the advantage may be so uncertain that more definite evidence should be required to show an expectancy. *Guardian Mutual Life Ins. Co. of New York* v. *Hogan*, 80 Ill. 35; *Life Ins. Clearing Co.* v. *O'Neill*, 106 Fed. 800. It would seem the best policy always to require from the insurer a pecuniary interest in the life. A sentimental interest alone may in the great majority of cases prevent the contract being objectionable as a wager, and may provide an effective check to the temptation to kill the insured. But there is no sufficient advantage to society in allowing compensation for senti-

mental loss, as there is in a case where one insures his means of subsistence; and without such advantage the dangerous tendencies which must occasionally bring evil results seem sufficient to invalidate the policy. *Life Ins. Clearing Co.* v. *O'Neill, supra. Contra, Woods* v. *Woods' Adm'r*, 130 Ky. 162, 113 S. W. 79. See cases collected in RICHARDS, INSURANCE LAW, 3 ed., § 35; 1 MAY, INSURANCE, 4 ed., § 102 A–107 C.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — CONFLICT BETWEEN FEDERAL AND STATE POLICE REGULATIONS: SAFETY APPLIANCE LAWS. — A state statute required all locomotives used in the state to comply with certain specifications tending to promote the safety of travel, and for an elaborate system of inspection to enforce compliance. A subsequent federal statute embodied similar provisions for interstate locomotives, and differed only in details the enforcement of which would not render impossible enforcement of the state statute. *Held*, that the state statute is now invalid as to interstate commerce. *Louisville & Nashville R. Co.* v. *Hughes*, 201 Fed. 727 (Dist. Ct., S. D. Oh.).

The state statute was admittedly valid, when passed, as an exercise of police power in the absence of federal regulation. But the law seems to be that a federal statute which shows an intent to exclude all state police regulation of interstate commerce in a given field is effective in so doing, even though the state regulations are not inconsistent with those of Congress. *Northern Pacific Ry. Co.* v. *Washington*, 222 U. S. 370, 32 Sup. Ct. 160. In the principal case the intent of Congress to control completely one field of interstate commerce is made plain by the elaborateness of the federal statute. Moreover, although the two statutes could have been enforced simultaneously, the expense involved prohibits it as a matter of business expediency, and they should be held to be in direct conflict. See 26 HARV. L. REV. 78.

INTERSTATE COMMERCE — CONTROL BY STATES — CONFLICT BETWEEN FEDERAL AND STATE POLICE REGULATIONS: Pure Food Laws. — A state statute provided that a certain compound should not be sold under the label of "syrup." The defendants, retail merchants, were convicted under this statute. The goods in question were bought in another state and the label and package were unaltered. The label "syrup" was a proper one under the federal Pure Food Act, applying to goods in interstate commerce. *Held*, that the state statute is invalid as interfering with the operation of the federal Pure Food Act. *McDermott* v. *State of Wisconsin*, 33 Sup. Ct. 431.

For a discussion of the principles involved see 26 HARV. L. REV. 78.

INTERSTATE COMMERCE — INTERSTATE COMMERCE COMMISSION — POWER TO ORDER EQUALIZATION OF INTRASTATE RATES WITH INTERSTATE RATES. — A state railroad commission fixed intrastate rates so low as to prevent commercial competition within the state by distributing centers just across the state line which had to ship under the reasonable interstate rates. The railroad acquiesced. The Interstate Commerce Commission ordered the railroad to equalize its interstate and intrastate rates in that section. *Held*, that Congress has the constitutional power to do this, and it has delegated that power to the Interstate Commerce Commission. *Texas & Pacific Ry. Co.* v. *United States*, U. S. Commerce Ct., April 25, 1913.

The court permitted the order because the state rates could be resisted by the railroad on the ground that they were unconstitutional in interfering with interstate commerce. The case thus presents a similar question to that involved in the State Railroad Rate Cases now before the Supreme Court. See *Shepard* v. *Northern Pacific Ry. Co.*, 184 Fed. 765; *St. Louis & S. F. Ry. Co.* v. *Hadley*, 168 Fed. 317. In deciding that the discriminatory intra-